

## How to Use the Prime Grocers GRO30 Statewide Contract

Contract #:	GRO30
Contract Duration:	01/01/2013 to 12/31/2015
MMARS #: GRO30*	Options to renew: through 12/31/2018
Contract Manager:	Betty Fernandez - 617-720-3133 <a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>
This contract contains <b>Environmentally Preferable Products (EPP), Supplier Diversity Program (SDP) and Prompt Pay Discount (PPD)</b>	
Last change date:	<b>8/17/15</b>

### Contract Summary

This statewide contract does provide various selections of groceries/food products that includes and is not limited to: canned goods, cereals, meats, frozen foods, pasta, specialty foods, fruits & vegetables-non-organic and organic etc. and other identified products within the contractor's monthly market basket order guide.

The contract does promote the Massachusetts laws and directives aimed at the purchasing of locally grown products, as well as more nutritional, pesticide free produce and products wherever possible.

**Nutritional Standards** — Executive Order (EO) 509 is a directive signed by the Governor that requires state agencies that provide a package of services, which include foods beverages, to clients who are dependent on the state to follow specific nutrition standards when contracting for the purchase of foods and beverages. To ensure compliance please refer to the Executive Order 509 <http://www.mass.gov/eohhs/gov/departments/dph/programs/community-health/nutrition-standards-for-state-agencies.html> for detailed information.

### Benefits and Cost Savings

The statewide contract provides a market basket list of the most commonly used grocery items with available pricing on a monthly basis. The benefits and potential cost savings are as follows:

- **Pricing** - The identified market basket grocery items have fixed pricing for the first six (6) months of the contract duration.
- **Competitive Pricing** – The Strategic Sourcing Services Team (SSST) has awarded the contract to three (3) contractors Performance Group, Reinhart Foodservice, and US Foodservice who provided the most competitive pricing for the identified market

basket items.

- **Monthly Food Order Guides** are made available each month on the COMMBUYS website <https://www.commbuys.com/bsol> as an attachment for each contractor in order for entities to do a cost comparison before placing their food orders.

## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

**Purchase Options:** Purchases made through this contract will be direct, outright purchases.

**How to use the contract**

User departments should do a cost comparison with the two (2) listed Contractors to determine which Contractor is providing the lowest price and the best value for the products being purchased. Once users have determined which Contractor is providing the lowest price and the best value the user department may place their order with that Contractor. The customer service numbers are listed below and the customer service hours are identified for both Contractors. For problems which are not resolved through customer service, contract users should contact the Account Manager, at the number listed below. There is no minimum order for dairy products for either Contractor.

**Price & Acquisition** - A Monthly Food Order Guide is available on COMMBUYS <https://www.commbuys.com/bsol> website as an attachment under for each vendor for Prime Grocers.

## Additional Information

**Delivery:** All deliveries are FOB and no additional delivery charges are allowed. All orders will be processed, confirmed and delivered based on established delivery

schedules. The ordering location will define delivery requirements and will establish a mutually agreed upon delivery schedule with Contractors. The Contractor(s) must make delivery of items as requested by the ordering facility. The Contractor(s) must call the facility to schedule a delivery. Any change in the specified delivery schedule requires approval by the ordering facility. The ordering location will determine delivery time and date. Locations may establish weekly, semi-weekly or daily scheduled deliveries. Locations may also schedule individual deliveries when placing the order. Any items not delivered on schedule may be canceled at no cost to the Commonwealth. If the ordering facility must purchase non-delivered items from another source, the contractor must cover any additional costs incurred by the facility for these items.

The Contractor must place grocery products in the delivery location coolers, if applicable, immediately upon delivery. Any spoilage due to non-compliance with this requirement will be returned at the Contractor's expense. Delivery staff must rotate products in the delivery location's freezer upon making a new delivery. Departments are not required to accept any product that is visibly damaged, dented, squeezed or torn. The contractor must replace any item received in unacceptable condition at no cost to the ordering facility.

**Delivery Requirement for the Department of Correction** – The Contractor(s) must meet all Department of Correction security requirements applicable to each facility. Requirements may include, but are not limited to: inspection and search of all delivery vehicles including driver; cab and all contents thereof; locking gas or fuel caps, all drivers must pass a CORI background check no split load deliveries where required; strict delivery time requirements and any other security requirements as deemed necessary by the department or institution. Contractors may be asked to deliver products outside the established delivery schedule to respond to emergency situation.

**Label Specifications:** Any product delivered under this contract must meet FDA label guidelines unless otherwise specified by the ordering facility. Contractor must supply ingredient list and nutritional analysis on their website and/or by providing a nutritional analysis upon request of contract users. Due to the increased incidence of food allergies, contractors may be asked to participate in developing a notification of ingredient changes program during the life of the contract.

**Opportunity Buys:** The contractor will expeditiously facilitate the purchase of any commodity that will be financially beneficial to the Commonwealth. These items or commodities will be referred to as opportunity purchases that manufacturers may offer as an over run, volume discounts or any other circumstances. The contractor will agree to charge the Commonwealth no more than 1.5 % mark-up to make opportunity purchases.

**Other Discounts:** Contractors must pass along any additional discounts available they receive under this statewide contract.

**Recalls:** The contractor(s) will provide timely (24 hours) notification to all contract users that have ordered and have received a product that has been recalled. The contractor(s) will issue a credit to the user's account for all recalled products. The contractor will be responsible for

picking up, replacing product and appropriately disposing of all recalled items at no additional cost to the Commonwealth.

**Inspection:** The contractor(s) must not permit any part of the services called for by this contract to be performed under working conditions that are unsafe or unsanitary. All products furnished under this contract must conform to all local, state and federal sanitation codes. The SSST and its agents reserves the right to inspect contractors', fleet, distribution centers, or any other aspect of the food service operation, with 24 hours' notice to the contractor. Copies of all site inspections by permitting, certifying or licensing divisions of any governmental entity or trade or professional organization, must be forwarded to the SSST, and must include plans of correction addressing deficiencies identified.

**Ordering:** There will be no minimum order requirements allowed under this contract for Executive Branch Departments.: (1) e-Procurement System compliant electronic catalog ordering, (2) electronic ordering, (3) phone ordering, (4) fax ordering. The contractor(s) will prepare, supply and keep current order guide catalog, which includes product specifications and prices. The contractor(s) will update and distribute this order guide to contract users at least 10 days prior to the effective date of any changes. The contractor(s) will provide customer service assistance by providing a toll free telephone number available during normal business hours. At the time the order is placed, the contractor(s) must notify the contract user of any unavailable product on the order and a substitute product will be made available. The substitute product will be of equal or better quality, in the same pack size, and offered at an equal or lower price than that of the unavailable item. The contract user has the option of rejecting substitutes. Phone orders must be confirmed by the contractor(s) within 24 hours via fax. A 24-hour, 7-day a week toll free ordering phone number must be available for emergency orders. Emergency orders must be available immediately for pick up or delivery, at customer request.

**Invoices:** Invoices will be submitted to and paid by the ordering facility. All invoices must include: contractor name and address; invoice date; delivery date; contract number (GRO30); state purchase order number; item number and product description; quantity; unit of measure; price; and name and address of the ordering location. Contractor(s) will apply lump payments to the appropriate invoices. Payments must be matched to the appropriate payments. Payments will not be randomly applied against the oldest invoice. If the contractor(s) use a financial institution to handle accounts payable and accounts receivable, the account manager will resolve any problems or discrepancies. Commonwealth accounts will not be automatically put on a delinquent status and denied purchasing ability due to the financial institution's errors.

**"Will call"** - orders are orders that are to be picked up by the contract user within 24 hours of request and the Contractor(s) will provide for "will call" orders if immediate delivery is necessary and the contract user is willing to pick up the order. The Contractor(s) may be asked to provide emergency delivery at no cost to the Commonwealth.

**Order Fill Rates:** The contractor must provide each contract user with a minimum 99% fill rate per month. The fill rates for Food and Nonfood items will be calculated separately. The fill rate for Food items will be calculated for each contract user by dividing the number of line items delivered on time by the number of line items scheduled for delivery during that month and multiplying the results by 100. Item substitutions that are accepted by the contract user will contribute towards a higher fill rate but item substitutions that are not accepted by the contract user will reduce the fill rate. If this rate is less than 99%, the contract user will notify the contractor within 15 days after the first day of the following month, that they are invoking the “fill rate credit”. The fill rate for Nonfood items will be calculated for each contract user by dividing the number of line items delivered on time by the number of line items scheduled for delivery during that month and multiplying the results by 100. Back orders will be used in the above calculations if a delivery date was established. If back orders are delivered on time they will contribute towards a higher fill rate but if back orders are late they will reduce the fill rate. If a delivery date is not given for a back order it will be counted against the fill rate. If this rate is less than 99%, the contract user will notify the contractor within 15 days after the first day of the following month, that they are invoking the “fill rate credit”. Failure to meet the stated fill rate will result in a 0.5% credit on the total volume of orders placed in the applicable month by the contract user that is invoking the “fill rate credit”. The contractor will issue that contract user a credit on an invoice for the following month in the amount of the imposed fee. The contractor may appeal to the contract user with documentation showing a justifiable reason for the lower percent that month. The contract user may make an adjustment to the number of line items ordered and recalculate the percent fill rate in the following situations: 1) contractor is unable to obtain the items from its supplier; 2) multiple orders of the same line item in a three day period for that contract user; or 3) The contract user may appeal the contract user decision to the SSST, whose decision will be final.

**Returns:** Contract users may not accept the delivery of any product that is expired or visibly damaged. Product will be inspected within 7 days of receipt of delivery. If a product fails inspection by the receiving facility, the product will be rejected and the contractor(s) must replace it immediately at no additional expense to the facility. Contractor(s) will give a full credit and pick up items incorrectly ordered or delivered within three days of the contract user request. Contract users will notify the contractor(s) within seven (7) days of delivery. Contractor(s) will allow for the return of items in unopened, unmarked original packaging.

**Sample products for evaluation** - Sample products for evaluation purposes only may be requested by eligible entities using the statewide contract. Sample MUST be provided to requesting departments at no additional cost to the Commonwealth.

## Vendor List and Contract information

Suppliers are involved in the following programs. Supplier Diversity Program **(SDP)**  
Environmentally Preferable Products Program **(EPP)**, and Prompt Pay Discount **(PPD)**.

### Contractor Information

<b><i>MBPO Purchase Order Number in COMMBUYS</i></b>	<b><u>Contractor</u></b>	<b><i><u>Percentage Mark up</u></i></b>	<b><i><u>MMARS Vendor Code and Line</u></i></b>
<a href="#"><b>PO-14-1080-OSD01-OSD10-00000000619</b></a>	US Foods	<b>9.58%</b>	VC6000239792 – Line 4
<a href="#"><b>PO-14-1080-OSD01-OSD10-00000001293</b></a>	Performance Group	<b>9.77%</b>	VC0000358549 – Line 1

## Prompt Pay Discount Offers Available

**US Foods** .35% - 10 days, .20% - 15 days, .10% - 20 days  
**Performance Group** .5% 10 days and .5% 15 days

## Strategic Sourcing Services Team Members

Christopher Gendreau	Dept. of Correction, Milford
Stephen Burnett	Dept. of Correction, Bridgewater
Steven Toomey	Dept. of Correction
Cynthia Bayerl	Dept. of Public Health
Dave Dimeco	Dept. of Correction
Mark Gonyea	Dept. of Correction
Tina Urato	MEMA- Mass. Emergency Management Agency

## Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a line item catalog in COMMBUYS with specific pricing for line items identified. If you cannot find the specific item needed, a line item has been set up with a general description for each vendor that can be used to place an order, located at the end of each vendor MBPO.

There are three (3) vendors on this contract and each vendor has been assigned a unique Master Blanket Purchase Order (MBPO). Since vendors' order guides are updated monthly the line items identified have "0" listed for pricing. When ordering users should reference the monthly order guides and enter the price listed for that item on the order for that month

### How to place an order

Once an item and price has been identified and selected the ordering process is as follows:

- Initiate a new requisition
- Search for an item (Use GRO30) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter quantity of line item
- Enter the total price
- Add additional items if needed as required
- Submit for approval

**Where to find complete GRO30 contract information on COMMBUYS**

If full statewide contracts details are required please refer to GRO30 files listed under the Conversion Vendor [C138617-vCurrent](#) link. This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specifications.